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4 P.O. Box 17933  
San Diego, CA 92177-0933  
5 Telephone: (858) 750-7600  
Facsimile: (619) 590-1385

6 Attorneys for Movant,  
7 Wilmington Savings Fund Society, FSB,  
doing business as Christiana Trust, not in its  
8 individual capacity but solely as legal title  
Trustee for BCAT 2014-9TT

10  
11  
12 **UNITED STATES BANKRUPTCY COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

14 In re

15 MOSTAFA MOHAMMED YUSUF AND  
16 NASRIN AIMAQ-YUSUF,

21 Debtors.

Case No. 12-43555-RLE

Chapter 13

R.S. No. ALG-109

17 **STIPULATION GRANTING**  
18 **ADEQUATE PROTECTION**

19 United States Bankruptcy Court  
20 Northern District of California - Oakland  
Division  
1300 Clay Street  
Oakland, CA 94612

24 This Stipulation is entered into by and between the Secured Creditor, Wilmington  
25 Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity but  
26 solely as legal title Trustee for BCAT 2014-9TT (hereinafter "Movant"), and Mostafa  
27 Mohammed Yusuf and Nasrin Aimaq-Yusuf (hereinafter "Debtors") by and through their  
28 respective attorneys of record.

1 The property which is the subject of this matter is commonly known as 6039 Radcliffe  
2 Ave, Newark, California 94560-2441, which is more fully described as follows:

3 SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED  
4 AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,  
DOCKET ENTRY NUMBER 39.

5 THE PARTIES STIPULATE AS FOLLOWS:

6 1. Debtors shall tender regular monthly payments in the amount of \$3,479.73, which  
7 amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing  
8 May 1, 2015, and continuing until all such outstanding amounts under the Note are to be paid in  
9 full.

10 2. The post-petition arrears are calculated as follows:

11 4 payments @ \$3,479.73 (01/01/2015 – 04/01/2015)	\$13,918.92
12 Attorney Fees	<u>\$1,026.00</u>
13 Suspense Balance	<u>&lt;\$918.23&gt;</u>
Total Arrears	\$14,026.69

14 3. In addition to regular monthly payments, Debtors shall also tender payments in  
15 the sum of \$14,026.69, commencing May 15, 2015 in the amount of \$2,337.78 each, and  
16 continuing through and including September 15, 2015, including a final payment due October  
17 15, 2015 in the amount of 2,337.79, when all post-petition arrears due and owing under the Note,  
18 are paid in full. Payments are to be remitted to:

19 **Rushmore Loan Management Services**  
20 **P.O. Box 52708**  
**Irvine, CA 92619-2708**

21 4. If Debtors' provide proof of additional post-petition payments received and  
22 negotiated by Movant, the requirement to make an additional payment pursuant to paragraph  
23 three (3) herein shall be revised accordingly.

24 5. Debtors shall maintain real property taxes and real property hazard insurance paid  
25 current for the Real Property, and provide proof of said insurance on a timely basis.

26 6. Debtors shall comply with the terms and conditions of their Chapter 13 Plan with  
27 respect to the payments to the Chapter 13 Trustee.  
28

1           7. In the event of any future default on any of the above-described provisions,  
2 inclusive of this Stipulation, Movant shall provide written notice to Debtors at Mostafa  
3 Mohammed Yusuf and Nasrin Aimaq-Yusuf at 6039 Radcliffe Ave, Newark, California 94560-  
4 2441, and to Debtors' attorney of record, Patrick L. Forte, at Law Offices of Patrick L. Forte, 1  
5 Kaiser Plaza #480, Oakland, CA 94612-3610, indicating the nature of the default. If Debtors'  
6 fail to cure the default with certified funds after the passage of ten (10) calendar days from the  
7 date said written notice is placed in the mail, then Movant may file an Ex Parte Declaration of  
8 Non-Cure and an Order Terminating the Automatic Stay with the court. Upon entry of said  
9 Order Terminating the Automatic Stay, the automatic stay shall be immediately terminated as to  
10 Movant, and Movant may proceed to foreclose its security interest in the Real Property under the  
11 terms of the Note and Deed of Trust and pursuant to applicable state law and thereafter  
12 commence any action necessary to obtain complete possession of the Real Property without  
13 further order or proceeding of this Court.

14           8. The acceptance by Movant of a late or partial payment shall not act as a waiver of  
15 Movant's right to proceed hereunder.

16           9. Movant shall comply with the above provisions as to first three (3) defaults.  
17 Upon the fourth (4<sup>th</sup>) default, Movant may lodge a Declaration and Order Terminating the Stay  
18 without the necessity of further hearing. Upon termination of the automatic stay, Movant may  
19 proceed to foreclose its security interest in the Real Property under the terms of the Note and  
20 Deed of Trust and pursuant to applicable state law, and thereafter commence any action  
21 necessary to obtain complete possession of the Real Property without further order or proceeding  
22 of this Court.

23           10. The foregoing terms and conditions shall be binding only during the pendency of  
24 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by  
25 court order or by operation of law, the foregoing terms and conditions shall cease to be binding  
26 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against  
27 the Real Property and/or against the Debtors.

28 /././

11. Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Martha G. Bronitsky.

12. Any notice that Movant shall give to Debtors, or attorney for Debtors, pursuant to this Order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 U.S.C. §1692.

IT IS SO STIPULATED:

DATED: 4/21/2015

PITE DUNCAN, LLP



/s/

ROBERT P. ZAHRADKA

Attorneys for WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BCAT 2014-9TT

DATED: April 21, 2015

  
~~Patrick L. Forte~~  
Attorneys for Debtors

LAW OFFICES  
OF PATRICK L. FORTE

ANNE Y. SHIAM



1 Robert P. Zahradka (SBN 282706)  
rzahradka@piteduncan.com  
2 Joseph C. Delmotte (SBN 259460)  
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7 Attorneys for Wilmington Savings Fund Society,  
FSB, doing business as Christiana Trust, not in its  
8 individual capacity but solely as legal title Trustee  
for BCAT 2014-9TT

9 **UNITED STATES BANKRUPTCY COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

11 In re

12 MOSTAFA MOHAMMED YUSUF AND  
13 NASRIN AIMAQ-YUSUF,  
14 Debtors.

Case No. 12-43555-RLE

Chapter 13

R.S. No. ALG-109

**PROOF OF SERVICE**

15  
16 I, Max Dobson, declare that:

17 I am employed in the County of San Diego, California. My business address is: 4375  
18 Jutland Drive, Suite 200; P.O. Box 17933, San Diego, CA 92177-0933. I am over the age of  
19 eighteen years and not a party to this cause.

20 On April 22, 2015, I caused the following documents:

- 21 • **Stipulation Granting Adequate Protection**
- 22 • **(Proposed) Order on Stipulation Granting Adequate Protection**

23  
24 o be served in said cause by placing a copy thereof enclosed in a sealed envelope with postage  
25 thereon fully prepaid in the United States Mail at San Diego, California, and/or via electronic means  
26 pursuant to Bankruptcy Local Rule 9013-3(c) as follows:

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**DEBTORS**

Mostafa Mohammed Yusuf  
Nasrin Aimaq-Yusuf  
6039 Radcliff Avenue  
Newark, CA 94560  
(Via U.S. Mail)

**DEBTORS' ATTORNEY**

Patrick L. Forte  
Law Offices of Patrick L. Forte  
1 Kaiser Plaza #480  
Oakland, CA 94612-3610  
(Via U.S Mail)

**TRUSTEE**

Martha G. Bronitsky  
P.O. Box 9077  
Pleasanton, CA 94566  
13trustee@oak13.com  
(Via NEF)

**U.S. TRUSTEE**

U.S. Trustee  
Department of Justice  
USTPRegion17.oa.ecf@usdoj.gov  
(Via NEF)

**OTHER INTERESTED PARTIES**

Bank of America  
P.O. Box 26078  
Greensboro, NC 27420-6078

Bank of America, NA  
P.O. Box 515501  
Los Angeles, CA 90051-6801

HFC  
PO Box 5608  
Glendale Heights, IL 60139

Bank of America  
PO Box 515503  
Los Angeles, CA 90051-6803

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1 Bank of America  
2 PO Box 515504  
3 Los Angeles, CA 90051-6804

4 HFC  
5 PO Box 60101  
6 City of Industry, CA 91716-0101

7 HFC  
8 PO Box 3425  
9 Buffalo, NY 14240-9733  
10 (Via U.S Mail)

11 I declare under penalty of perjury that the foregoing is true and correct.

12 Dated: April 22, 2015

13 /s/ Max Dobson  
14 MAX DOBSON